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6 Judge: Timothy W. Dore  
7 Chapter 13  
8 Hearing Date: December 7, 2022  
9 Hearing Location: Seattle Bankruptcy  
10 Court  
11 Response Date: November 30, 2022

12 WESTERN DISTRICT OF WASHINGTON BANKRUPTCY COURT

13 IN RE

14 Billie Jean Harris

NO. 22-11028

OBJECTION TO CLAIM #3

15  
16 **I. INTRODUCTION AND RELIEF REQUESTED**

17 The debtor, Billie Jean Harris, hereby objects to the Claim filed on behalf of Deutsche  
18 Bank National Trust Company in this case.<sup>1</sup> The debtor first objects some fees and charges  
19 claimed by Deutsche Bank that were waived in prior litigation. Specifically, pre-judgment  
20 interest, certain pre-judgment attorney fees and related charges when it obtained a judgment  
21 in the total amount of \$472,840.79. Second the debtor objects to further additions to the claim  
22

23  
24 <sup>1</sup> The full name is Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities  
25 Inc., Asset-Backed Pass-Through Certificates, Series 2004-R5 (hereinafter "Deutsche Bank").

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1 that do not comply with the requirements of the operative judgment.<sup>2</sup>

## 2 II. FACTS

3 A. DEUTSCHE BANK HAS ADDED TO ITS CLAIMS VARIOUS FEES AND  
4 CHARGED INCURRED PRIOR TO ENTRY OF JUDGMENT THAT WERE  
5 NOT INCLUDED IN THE JUDGMENT.

6 The claimant herein, filed an action for judicial foreclosure against Curtis Harris and  
7 Billie Jean Harris. This eventually resulted in an order for summary judgment being entered  
8 in the amount of \$472,840.79 on April 7, 2021. In moving for this relief, Deutsche Bank  
9 asked that judgment be entered immediately and that the matter not be set for trial on some  
10 fees and costs that the Court ruled were not adequately supported by evidence in the summary  
11 judgment motion and related declarations. In doing so, Deutsche Bank avoided the expense  
12 and delay associated with a trial regarding these additional fees and costs that were not  
13 allowed by the court at summary judgment.  
14

15 Now, over a year after the entry of this judgment, and having enjoyed the benefit of  
16 immediate entry of judgment, Deutsche Bank is now claiming pre-judgment interest and pre-  
17 judgment fees and costs that were not granted in the King County Superior Court Proceeding.  
18 These specific charges are the

- 19 • Pre-Judgment Interest in the amount of \$12,596.07
- 20 • Pre-Judgment Escrow Advances of \$5,082.72
- 21 • Pre-Judgment Costs and Fees of \$8,794.56

22 These improper charges total: \$26,473.35 and should be subtracted from the claim.  
23

24 <sup>2</sup> In filing this objection, the debtor, seeks to reserve her right to object wholistically to the claim based on  
25 further theories that may be developed .

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1 Further, the claimant is claiming late fees after the loan has been accelerated and  
2 reduced to a judgment. The late fees in the amount of \$74.87 each month after entry of  
3 judgment is improper and should be disallowed. This totals two months for April of 2021 and  
4 May of 2021.

#### 5 B. POST-JUDGMENT ADDITIONS

6 In paragraph 3 and 6 of the judgment, the judgment allows for additions to the  
7 judgment, but requires that those additions be (a) additions to the judgment and (b) be made  
8 by way of Declaration of Counsel, and notice given to the defendants. Deutsche Bank has not  
9 provided any declaration on notice to the defendants of these charges in the Superior Court  
10 case.

11 For example, it appears that the Claimant is seeking late fees for April and May of  
12 2021 – both arising after entry of the Judgment.

### 13 III. EVIDENCE

14 The Judgment incorporated into Claim #3.

### 15 IV. ISSUES

- 16 1. Whether Deutsche Bank may supplement its claim with pre-judgment charges that  
17 were not awarded in a final judgment entered in King County Superior Court under  
18 case 15-2-19089-0 KNT.
- 19 2. Whether Deutsche Bank may supplement its Claim with additions to a Judgment  
20 without complying with the requirements in the Judgment for making additions to the  
21 Judgment.  
22

### 23 V. AUTHORITY AND ARGUMENT

24 The present claim by Deutsche Bank arises out of a Judgment and Decree of  
25

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1 Foreclosure in King County Superior Court case 15-2-190890 KNT. This judgment in turn  
2 arose from a contractual dispute arising from a contract entered into in Washington regarding  
3 a note secured by a deed of trust on property located in Washington. The Claimant, Deutsche  
4 Bank claims the right to enforce this note. Thus, the dispute was required to be decided under  
5 Washington law.

6 Under Washington law, res judicata bars the relitigation of claims and issues that  
7 were litigated or could have been litigated in a prior action. *Loveridge v. Fred Meyer, Inc.*,  
8 125 Wn.2d 759, 763, 887 P.2d 898 (1995). In this case, the pre-judgment fees and charges  
9 Claimant seeks to add to its claims were not awarded in the judgment that was entered. The  
10 claimant is not now entitled to add these fees to the claim.

11 The Judgment itself also governs the terms of any additions to the judgment. In this  
12 case, the Claimant has failed to go through the process mandated under the Judgment for  
13 increases to the Judgment.  
14

15 The following portions of the claim should be denied:

- 16 • Pre-Judgment Interest
- 17 • Pre-Judgment Escrow Advances
- 18 • Pre-Judgment Fees/Costs
- 19 • Post-Judgement Fees/Costs

20 November 4, 2022

21 /s/ Jason E Anderson  
22 Jason E Anderson WSBA #32232  
23 Attorney for Billie Jean Harris.,  
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